

Exhibit 1

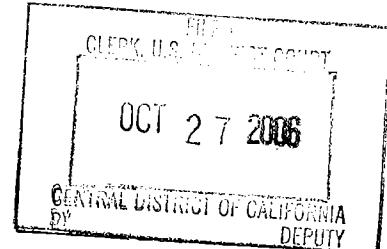
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28 Attorneys for Plaintiff,
 CMG WORLDWIDE, INC.



18
 19 UNITED STATES DISTRICT COURT
 20 CENTRAL DISTRICT OF CALIFORNIA
 21 WESTERN DIVISION

22 CMG WORLDWIDE, INC., an Indiana
 23 Corporation, and MARILYN MONROE
 24 LLC, a Delaware Limited Liability
 25 Company,

26 Plaintiffs,

27 v.

28 TOM KELLEY STUDIOS, INC., a
 California Corporation,

Defendant.

CASE NO. CV-05-02200-MMM (Ex)

DECLARATION OF AMNON Z.
 SIEGEL IN SUPPORT OF
 PLAINTIFFS' OPPOSITION TO
 DEFENDANTS' MOTION FOR
 SUMMARY JUDGMENT

[Plaintiffs' Opposition to Defendants' Motion for Summary Judgment; Separate Statement of Genuine Issues and Additional Material Facts; Plaintiffs' Evidentiary Objections; and Declarations of Mark Roesler, Cristina Piquinela, Anna Strasberg,

1
2
3
4
5
6
7
and Amy L. Wright filed concurrently
herewith]

8 Honorable Margaret M. Morrow
9
10

11 Hearing Date: December 11, 2006
12 Time: 10:00 a.m.
13 Place: Room 790
14 Trial Date: June 26, 2007

15 CMG WORLDWIDE, INC., an Indiana
16 Corporation, and MARILYN MONROE,
17 LLC, a Delaware Limited Liability
18 Company,

19 Plaintiffs,
20
21 v.
22

23 THE MILTON H. GREENE
24 ARCHIVES, INC.,
25
26 Defendant.

27 THE MILTON H. GREENE
28 ARCHIVES, INC.,

29 Plaintiff,
30
31 v.
32

33 CMG WORLDWIDE, INC., an Indiana
34 Corporation, and MARILYN MONROE,
35 LLC, a Delaware Limited Liability
36 Company, ANNA STRASBERG, an
37 individual,
38

39 Defendants.

40 TOM KELLEY STUDIOS, INC., a
41 California Corporation,
42
43 Plaintiff,
44
45 v.
46

47 CMG WORLDWIDE, INC., an Indiana
48 Corporation, and MARILYN MONROE,
49 LLC, a Delaware Limited Liability
50 Company, ANNA STRASBERG, an
51 individual,
52

53 Defendants.

DECLARATION OF AMNON Z. SIEGEL

I, AMNON Z. SIEGEL, declare as follows:

1. I am an attorney at law, duly licensed to practice before all of the Courts of the State of California. I am an associate at Gibson, Dunn, and Crutcher LLP in Los Angeles, California, and I represent Plaintiff Marilyn Monroe, LLC (“MMLLC”) in this consolidated action. I have personal knowledge of the matters stated herein and could, and would, testify competently thereto if necessary.

2. Attached hereto as **Exhibit A** is a true and correct copy of this Court's February 6, 2006 Scheduling Conference Order.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Order Granting Plaintiff's Motion for Partial Summary Judgment, filed on January 9, 2005 in *Scalf v. Lake County Convention and Visitors Bureau, Inc.*, Cause No. 45D10-0406-PI-00093 (Lake Super. Ct., Crown Point, Ind.).

4. Attached hereto as **Exhibit C** is a true and correct copy of the certified Grant Deed to Marilyn Monroe's house in Brentwood, California, dated January 22, 1962, and recorded on February 8, 1962 in the Los Angeles County Recorder's Office.

5. Attached hereto as **Exhibit D** is a true and correct copy of the receipt for the dog license for Marilyn Monroe's dog, Mafia, registered in the City of Los Angeles, on July 9, 1962.

6. Attached hereto as **Exhibit E** is a true and correct copy of the Application for Lump-Sum Death Payment by Inez Melson on February 19, 1964, for the Department of Health, Education, and Welfare of the Social Security Administration..

7. Attached hereto as **Exhibit F** is a true and correct copy of Marilyn Monroe's Connecticut Driver's License, listing her California address, dated July 11, 1962.

8. Attached hereto as **Exhibit G** is a true and correct copy of an article from Life, entitled "Merger of Two Worlds: Marilyn and Joe find a secret wedding is not for them," dated January 25, 1954.

1 9. Attached hereto as **Exhibit H** is a true and correct copy of an article from
2 the Los Angeles Examiner, entitled "Marilyn Monroe, DiMaggio Married," dated
3 January 15, 1954.

4 10. Attached hereto as **Exhibit I** is a true and correct copy of an article from
5 the San Francisco Chronicle, entitled "Joe's Plan to Be Near Marilyn," dated August
6 14, 1962.

7 11. Attached hereto as **Exhibit J** is a true and correct copy of an article from
8 Life, entitled "Memories of Marilyn," dated August 17, 1962.

9 12. Attached hereto as **Exhibit K** is a true and correct copy of an article from
10 Life, entitled "Marilyn Monroe, The Last Interview," dated August 1992.

11 13. Attached hereto as **Exhibit L** is a true and correct copy of an article from
12 Esquire, entitled "Marilyn Monroe's Last Picture Show," dated July 1973.

13 14. Attached hereto as **Exhibit M** is a true and correct copy of an article from
14 Chicago Tribune, entitled "Marilyn's confidante: The woman Mailer forgot to
15 interview," dated September 11, 1973.

16 15. Attached hereto as **Exhibit N** is a true and correct copy of an article from
17 Cosmopolitan, entitled "Question: Dumb blonde or bluntly honest?," dated May 1953.

18 16. Attached hereto as **Exhibit O** is a true and correct copy of an article from
19 People, entitled "MM's first husband waxes nostalgic," dated May 31, 1976.

20 17. Attached hereto as **Exhibit P** is a true and correct copy of an article from
21 Time, entitled "Storybook Romance," dated January 25, 1954.

22 18. Attached hereto as **Exhibit Q** is a true and correct copy of an article from
23 Los Angeles Times, entitled "Wolves Howl for 'Niece' Just Like Marilyn Monroe,"
24 dated August 27, 1950.

25 19. Attached hereto as **Exhibit R** is a true and correct copy of an article from
26 Los Angeles Times, entitled "Marilyn Monroe Mystery Persists," dated September 29,
27 1985.

20. Attached hereto as **Exhibit S** is a true and correct copy of a page from the MSN Encarta Online Encyclopedia about Marilyn Monroe.

21. Attached hereto as **Exhibit T** is a true and correct copy of Marilyn Monroe's Declaration of Trust for Gladys Baker, her mother, dated October 26, 1959.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed on the 27th day of October, 2006, at Los Angeles, California.



AMNON Z. SIEGEL

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Tab A

SEND

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

CANNED

Case No. **CV 05-02200-MMM(Mcx)**
CV 05-02516
CV 05-05973✓
CV 05-07627

Date February 06, 2006

Title **The Milton Green Archives vs. CMG Worldwide, Inc., et al**

Consolidated cases:

Tom Kelley Studios, Inc. vs. CMG Worldwide, Inc.
CMG Worldwide, Inc., et al vs. Tom Kelley Studios
CMG Worldwide, Inc, et al vs. The Milton Green Archives

Present: The Honorable **MARGARET M. MORROW****ANEL HUERTA**

Deputy Clerk

MARK SCHWEITZER

Court Reporter

Attorneys Present for Plaintiffs and Defendants respectfully:

Jonathan Polk via Telephone
William Wegner
Theodore Penny
Surjit Soni
M. Danton Richardson

Proceedings: SCHEDULING CONFERENCE

Scheduling conference is held and counsel are present.

The Court hereby orders that CMG & Marilyn Monroe parties will be deemed plaintiffs in the case and that Milton Green and Tom Kelley Studios parties will be deemed defendants in the case. Defendants' complaints are deemed as defendants' counter-claims. See CV 05-2200 docket entry 1 (filed on March 25, 2005) and CV 05-02568 docket entry 1 (filed on April 7, 2005). All parties are directed to respond to outstanding complaints no later than February 21, 2006.

The parties are directed to the Attorney Settlement Officer Panel for settlement conference to be completed no later than October 13, 2006. (See Order/Referral to ADR Pilot Program).

After conferring with counsel, the Court schedules the following dates:

Rule 26 disclosures:	March 06, 2006
Deadline to file motions/stipulations seeking amendment of pleadings:	April 03, 2006
Further telephone status conference:	July 20, 2006 at 5:00 p.m.
Fact discovery cut-off:	August 11, 2006
Initial expert disclosures:	August 25, 2006
Rebuttal expert disclosures:	September 08, 2006

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SCANNED

Expert discovery cut-off: September 29, 2006
(All discovery motions are to be filed sufficiently
in advance of the discovery cut-off date that they
may be heard on or before that date)
Motions hearing cut-off: October 30, 2006 at 10:00 a.m.
Pretrial Conference: November 27, 2006 at 9:00 a.m.
(Including motions in limine)
Jury Trial: January 02, 2007 at 8:30 a.m.

Plaintiffs' counsel is to initiate the call for the further telephone status conference through the telephone operator to include all counsel of record and chambers at (213) 894-2957. If there is any problem completing the call, counsel should contact the courtroom deputy, Anel Huerta, at (213) 894-7857.

Tab B

STATE OF INDIANA)
COUNTY OF LAKE) SS.
JEFFREY G. SCALF,)
Plaintiff,)
v.)
LAKE COUNTY CONVENTION AND)
VISITORS BUREAU, INC.,)
Defendant.)

IN THE LAKE SUPERIOR COURT
CIVIL DIVISION, ROOM SIX
CROWN POINT, INDIANA

Cause No. 45D10-0406-PL-00093

Filed in Open Court

JAN 09 2005

Thomas R. Philpot
CLERK LAKE SUPERIOR COURT

ORDER GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT, DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, GRANTING DEFENDANT'S MOTION FOR LEAVE TO FILE A THIRD PARTY COMPLAINT, DENYING PLAINTIFF'S MOTION TO STRIKE, AND DENYING DEFENDANT'S MOTION TO STRIKE

This matter is before the Court for ruling on the Plaintiff's Motion for Partial Summary Judgment as to Count I of the Complaint, Defendant's Cross-Motion for Summary Judgment, Defendant's Motion for Leave to file a Third Party Complaint, Plaintiff's Motion to Strike, and Defendant's Motion to Strike. The parties have fully briefed all relevant issues. A hearing of the Motions was held March 8, 2005. Plaintiff, Jeffrey Scalf (Scalf), appeared by counsel, Jonathan G. Polak and Amy L. Wright. Defendant, Lake County Convention and Visitors Bureau, Inc. (LCCVB), appeared by counsel, Richard P. Long, Daniel C. Kuzman, and Connie J. Postelli. After hearing argument by counsel, the Court took the matter under advisement. The Court is appreciative of the excellent written and oral advocacy of counsel in this case.

Plaintiff is the great nephew of John Herbert Dillinger (Dillinger). He has acquired a seventy-five percent interest in Dillinger's personality through assignment from his grandmother and two great aunts. LCCVB is a non-profit entity, created by I.C. §6-9-2-3 et seq., whose purpose is to market Lake County to businesses and visitors. On September 21, 1997, LCCVB entered into an

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agreement to purchase the Dillinger Museum Collection for \$417,500.00 from Joe Pinkston (Pinkston). Pinkston, who had been using Dillinger's personality without consent, owned no interest in Dillinger's personality. As a result, no personality interest was transferred to LCCVB via the sale of the Dillinger Museum Collection. Finally, since its purchase of the Dillinger Museum Collection, LCCVB has neither obtained consent for its use of the Dillinger personality from Scalf, nor anyone acting on Scalf's behalf.

The case was originally heard on June 12, 2002, by Judge Danikolas. At the conclusion of the hearing, the Court took the matter under advisement. On November 7, 2002, Judge Danikolas granted the Plaintiff's Motion for Summary Judgment. LCCVB filed a Motion to Correct Errors on November 18, 2002. On December 22, 2003, the Court vacated its judgment for Plaintiff and recused itself from the case. This Court accepted appointment as Special Judge in this cause of action on June 22, 2004.

Summary judgment is appropriate when no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law. Ind. Trial Rule 56(C); *SMDFUND, Inc. v. Fort Wayne Allen County Airport Auth.*, 831 N.E.2d 725, 728 (Ind. 2005), citing *Gunkel v. Renovations, Inc.*, 822 N.E.2d 150, 151 (Ind. 2005). In deciding summary judgment, all evidence must be construed in favor of the non-moving party. *Monroe Guar. Ins. Co. v. Magwerks Corp.*, 829 N.E.2d 968, 973 (Ind. 2005), citing *Tibbs v. Huber, Hunt & Nichols, Inc.*, 668 N.E.2d 248, 249 (Ind. 1996). To be successful in their bid for summary judgment, the moving party must demonstrate that there is no genuine issue of material fact. *Butler v. City of Peru*, 733 N.E.2d 912, 915 (Ind. 2000), citing *Mullin v. Municipal City of South Bend*, 639 N.E.2d 278, 281 (Ind. 1994); see also Ind. Trial Rule 56(E); *Shell Oil Co. V. Lovold Co.*, 705 N.E.2d 981, 984 (Ind. 1998). Once the moving party establishes this, the burden shifts to the non-movant who must exhibit specific facts indicating the "existence of a genuine issue for trial on each challenged element of the cause of action." *Butler*, 733 N.E.2d at 915 citing *Mullin v. Municipal City of South Bend*, 639 N.E.2d 278, 281 (Ind. 1994); see also Ind. Trial Rule 56(E); *Shell Oil Co. V. Lovold Co.*, 705 N.E.2d 981, 984 (Ind. 1998).

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Indiana's Right of Publicity Statute provides that "after the death of an intestate personality, the rights and remedies of this chapter may be exercised and enforced by a person who possesses [a fifty percent minimum interest] of the personality's recognized rights." I.C. § 32-36-1-18 (2005). For purposes of the statute, the term 'person' is defined as "a natural person, . . . a corporation, or an unincorporated association." I.C. § 32-36-1-5 (2005). In 1997, Scalf acquired, through assignation, a fifty percent interest in Dillinger's publicity rights. Furthermore, in 2001, he obtained an additional twenty-five percent interest. Thus, under the statue, Scalf, as a seventy-five percent holder in interest, may bring suit to enforce the rights of publicity provided by the statute.

In Count I of the Complaint and Scalf's subsequent Partial Motion for Summary Judgment, Scalf contends that LCCVB violated Indiana's Right of Publicity Statute by failing to obtain written consent to use Dillinger's personality for a commercial purpose. Indiana's Right of Publicity Statute recognizes a 'right of publicity' as a property interest in a personality's "(1) name . . . (4) photograph; (5) image; (6) likeness; [or] (7) distinctive appearance." I.C. § 32-36-1-7. For purposes of the statute, personality indicates a "living or deceased natural person whose: (1) name . . . (4) photograph; (5) image; (6) likeness; [or] (7) distinctive appearance . . . has commercial value, whether or not the person uses or authorizes the use of the person's rights of publicity for a commercial purpose during the person's lifetime." I.C. § 32-36-1-6 (2005). LCCVB argues that they have not used Dillinger's personality for a commercial purpose. However, 'commercial purpose' is construed by the statute to mean:

the use of an aspect of a personality's right of publicity . . . (1) On or in connection with a product, merchandise, goods, services, or commercial activities. (2) For advertising or soliciting purchases of products, merchandise, goods, services, or for promoting commercial activities. (3) For purposes of fundraising.

I.C. § 32-36-1-2 (2005). I.C. § 6-9-2-5.5 provides that the purpose of the LCCVB is to "promote and encourage conventions, trade shows, special events, recreation, and visitors [thereby] encouraging investment, job creation and retention, and economic growth and diversity." I.C. § 6-9-2-5.5 Sec. 5.5 (2005). LCCVB uses Dillinger's name and likeness to promote Lake County in an

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 Page 4

effort to attract both visitors and businesses. This use constitutes the advertising and solicitation of products, goods, services, and the promotion of commercial activities. Additionally, LCCVB runs the Dillinger museum, a fundraising operation, to which they charge an admission fee. Accordingly, LCCVB's use of Dillinger's personality does, under the Right of Publicity Statute, represent a commercial purpose.

Furthermore, section seventeen of Indiana's Right of Publicity Statute provides that written consent may be excused and enforced by either a personality or a person who obtained rights to the personality under section sixteen or eighteen. I.C. § 32-36-1-17 (2005). Section sixteen stipulates that,

[t]he rights recognized under this chapter are property rights, freely transferable and descendible, in whole or in part, by the following: (1) Contract ... (3) Gift. (4) Trust. (5) Testamentary document. (6) Operation of the laws of intestate succession applicable to the state administering the estate and property of an intestate deceased personality, regardless of whether the state recognizes the property rights set forth under this chapter.

I.C. § 32-36-1-16 (2005). Likewise, section eighteen states,

[a] person may not use an aspect of a personality's right of publicity for a commercial purpose during the personality's lifetime or for one hundred (100) years after the date of the personality's death without having obtained previous written consent from a person specified in section 17 [I.C. 32-36-1-17] of this chapter.

I.C. § 32-36-1-8(a) (2005). Scalf has obtained a seventy-five percent interest in Dillinger's personality. Further, LCCVB admits that they have not received written consent to use Dillinger's personality from either Scalf, or someone representing Scalf. Thus, LCCVB is deemed to be in violation of Indiana's Right of Publicity Statute.

In determining whether the Indiana Right of Publicity Statute should be read retroactively, Scalf asserts that this Court should construe the statute in accordance with the plain language of the statute. The essential goal in interpreting a statute is to ascertain and effectuate the legislative intent. *Wiggins v. State*, 737 N.E.2d 437 (Ind. Ct. App. 2000), citing *Woods v. State*, 703 N.E.2d 1115, 1117 (Ind. Ct. App. 1998); *Freeman v. State*, 658 N.E.2d 68, 70 (Ind. 1995). To determine

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legislative intent, courts must consider the objectives and purposes of the statute as well as the policy underlying the statute's enactment. *Woods v. State*, 703 N.E.2d 1115, 1117 (Ind. Ct. App. 1998), citing *Miller v. State*, 641 N.E.2d 64, 68 (Ind. Ct. App. 1994), trans. denied; see also *Wiggins v. State*, 737 N.E.2d 437 (Ind. Ct. App. 2000); *D.R. v. State*, 729 N.E.2d 597 (Ind. Ct. App. 2000). When "a statute has not previously been construed, its interpretation is controlled by the express language of the statute and by application of the general rules of statutory constructions." I.C. § 1-1-4-1 (2005); *Woods*, 703 N.E.2d at 1117, citing *Blackmon v. Duckworth*, 675 N.E.2d 349, 351 (Ind. Ct. App. 1996). "Preeminent among the rules of statutory construction is that we look to the plain language of the statute and attribute the common, ordinary meaning to terms found in everyday speech." *Woods*, 737 N.E.2d at 1117 (Ind. Ct. App. 1998), citing *Nield v. State*, 677 N.E.2d 79, 82 (Ind. Ct. App. 1997). Moreover, "[i]n giving effect to the legislative intention, the objects and purposes of the statute in question must be considered, as well as the effect and consequences of such interpretation." *Figg v. Bryan Rental Inc.*, 646 N.E.2d 69, 72-73 (Ind. Ct. App. 1995) citing *Holmes v. Review Bd. of Ind. Employment Sec. Div.*, 451 N.E.2d 83, 86 (Ind. Ct. App. 1983).

The statute clearly indicates that rights of publicity are considered property rights in Indiana. As such, those rights are descendible and transferable. See I.C. § 32-36-1-16 (2005). Additionally, the Indiana Right of Publicity Statute clearly provides that such rights apply to natural persons both living and deceased. See I.C. § 32-36-1-6 (2005); see also I.C. § 32-36-1-18 (2005) (recognizing the rights and remedies available post-mortem). Moreover, the statute stipulates that such rights endure, following the personality's death, for a period of one hundred years. See I.C. § 32-36-1-8(a) (2005). Thus, to read Indiana's Right of Publicity Statute prospectively, as requested by LCCVB, would eviscerate both the legislative intent and the underlying purpose for the statute in contravention to the general rules of statutory construction. The Indiana Right of Publicity Statute should therefore, be read retroactively, in accordance with the statute.

The Indiana Right of Publicity Statute allows for monetary and injunctive relief. Under I.C. § 32-36-1-10,

JEFFREY SCALF v. LAKE COUNTY CONVENTION AND VISITORS BUREAU, INC.
Cause No. 45D10-0406-PL-00093

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A person who violates section 8 [I.C. 32-36-1-8] of this chapter may be liable for any of the following: (1) Damages in the amount of: (A) one thousand dollars (\$1,000); or (B) actual damages, including profits derived from the unauthorized use; whichever is greater. (2) Treble or punitive damages, as the injured party may elect, if the violation under section 8 of this chapter is knowing, willful, or intentional.

I.C. § 32-36-1-10 (2005). In computing actual damages, the plaintiff is compelled to "prove the gross revenue attributable to the unauthorized use; and (2) the defendant is required to prove properly deductible expenses." I.C. § 32-36-1-11 (2005). Finally, in addition to damages, the court: "(1) shall award to the prevailing party reasonable attorney's fees, costs, and expenses relating to an action under this chapter; and (2) may order temporary or permanent injunctive relief, except as provided by Section 13 [I.C. 32-36-1-13] of this chapter." I.C. § 32-36-1-12 (2005).

LCCVB, in its Cross Motion for Summary Judgment, argues that Scalf is foreclosed from bringing a right of publicity tort action under I.C. Code § 34-13-3-8 as LCCVB is a political subdivision. I.C. § 34-13-3-8 states, "a claim against a political subdivision is barred unless notice is filed with: (1) the governing body of that political subdivision; and (2) the Indiana political subdivision risk management commission . . . within one hundred eighty (180) days after the loss occurs." I.C. § 34-13-3-8 (2005). However, for purposes of this chapter, "the following shall be treated as political subdivisions: (1) A community action agency . . . (2) An individual or corporation rendering public transportation services . . . [and] (3) A volunteer fire department . . ." I.C. § 34-13-3-22 (2005). As LCCVB is neither an individual or corporation rendering public transportation services, nor a volunteer fire department, the Indiana Tort Claims Notice Statute will only apply if LCCVB qualifies as a community action agency. A community action agency is defined by I.C. § 12-14-23-2 as:

an entity that meets the following conditions:

(1) Is any of the following:

(A) A private nonprofit organization . . . located within a community.

Jeffrey Scalf v. Lake County Convention and Visitors Bureau, Inc.
Cause No. 45D10-0406-PL-00093
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Page 7

- (B) A private nonprofit organization that is located in a county... within reasonable proximity of a community.
- (C) A political subdivision, if there is no qualified nonprofit organization identified that meets the criteria set forth in clause A or B.

(2) Has the authority under state or federal law to receive money to support the community action programs described in sections 3 and 4 [I.C. 12-14-23-3 and I.C. 12-14-23-4] of this chapter.

(3) Is designated as a community action agency by the governor or by federal law.

I.C. § 12-14-23-2. In LCEOCC, Inc. v. Greer, the Court held, to be deemed a community action program an entity must meet all of the conditions listed in I.C. § 12-14-23-2. LCEOCC, Inc. v. Greer, 735 N.E.2d 206, 2078-209 (Ind. 2000). Even if LCCVB is held to meet sections one and three of these statutory conditions, it fails to meet section two. I.C. § 12-14-23-3 provides that a "community actions program" means a community based and operated program that meets the following conditions: (1) Includes or is designed to include a sufficient number of projects or components to provide a range of services and activities that have a measurable and potentially major impact on causes of poverty...." I.C. § 12-14-23-3 (2005). Likewise, Section 12-14-23-4 states, "(a) The components of a community action program shall be designed to assist participants, including the poor and near poor, persons with disabilities, farmworkers, the elderly, and youth, to do the following:...." I.C. § 12-14-23-4 (2005). Since LCCVB does not provide services which reduce poverty levels, it does not qualify as a community action program, and therefore is not a political subdivision for purposes of the Indiana Tort Claims Notice Statute.

Furthermore, LCCVB's argument that it has been designated by I.C. § 6-9-2-3 as a political subdivision is erroneous. Section 6-9-2-3 states "(a) For purposes of this section, the size of a political subdivision is based on the population determined in the last federal decennial census..." I.C. § 6-9-2-3 (2005) Thus, the phrase "political subdivision" is (1) limited to this chapter, and (2) determined by the size of a given population as noted in the last federal census. Moreover, I.C. § 6-9-2-4 states that, "(a) The bureau may:... (2) sue and be sued." I.C. § 6-9-2-4 (2005). Since

Jeffrey Scalf v. Lake County Convention and Visitors Bureau, Inc.
Cause No. 45D10-0406-PL-00093.

January 9, 2006

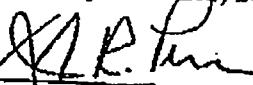
Page 8

LCCVB does not meet the requirements of a political subdivision under I.C. § 34-13-3-22, and its argument that it has been designated as a political subdivision by statute fails, it is not a political subdivision for purposes of the Tort Claims Notice Act, and Scalf is not foreclosed from bringing suit. LCCVB's remaining arguments address Counts II - IV of the complaint which the Court need not address at this time.

In sum, the Court may not grant summary judgment if a genuine issue of fact exists. Scalf as a seventy-five percent holder of interest, may bring a cause of action under the Indiana Right of Publicity Statute when an entity uses such personality for a commercial purpose without prior written consent. LCCVB admits that it has never received written consent from Scalf, or his representatives. Additionally, LCCVB has used Dillinger's personality for a commercial purpose, as defined by the statute. Further, LCCVB's claim that it is a political subdivision for purposes of the Indiana Tort Claims Notice Act fails as it does not meet the statutory conditions for such an entity under that chapter. Finally, the Right of Publicity Statute should be read retroactively as to do otherwise would negate the very reason and purpose of the statute's existence.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's Partial Motion for Summary Judgment is GRANTED. Defendant's Cross-Motion for Summary Judgment is DENIED. Defendant's Motion to File Third-Party Complaint as to the remaining counts is GRANTED. Plaintiff's and Defendant's Motions to Strike are DENIED.

SO ORDERED THIS 9TH DAY OF JANUARY, 2006.


JOHN R. PERA, JUDGE
LAKE SUPERIOR COURT
CIVIL DIVISION, ROOM NO. SIX

Distribution by Court:

Jonathan G. Polak

Amy L. Wright

Richard P. Long

Daniel C. Kuzman

Connie J. Postelli

Dated: 1/10/06 (via facsimile)

CCS Entry

Distributed: RJ

Tab C

RECORDING REQUEST

CITY NATIONAL BANK OF BEVERLY HILLS

AND WHEN RECORDED MAIL TO

Name: Marilyn Monroe
 Street Address: c/o Gang, Tyre, Rudin & Brown
 City & State: 6100 Sunset Boulevard
 Los Angeles 28, California

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

FEB 8 1962 AT 8 A.M.

RAY E. LEE, County Recorder

FEE
\$2.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. \$ 63.25 IN THIS SPACE



Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WILLIAM R. PAGEN and DORIS AILEEN PAGEN, husband and wife

hereby GRANT(S) to

MARILYN MONROE, an unmarried woman

the following described real property in the
county of Los Angeles, state of California:Lot 20 of Tract 5462, Sheets 1 and 2, as per map recorded in
Book 58 Pages 71 and 72 of Maps, in the office of the county
recorder of said county.

Dated: January 22, 1962

STATE OF CALIFORNIA
 COUNTY OF Los Angeles } SS.
 On January 22, 1962 before me, the under-
 signed a Notary Public in and for said County and State, personally
 appeared William R. Pagen
 and
 Doris Aileen Pagen

, known to me
 to be the person whose names are subscribed to the within
 instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)

Signature

CHRISTOPHER HEDGES

Hedges

My Commission Expires July 1966 Typewritten

Notary Public in and for said County and State
 If executed by a Corporation the Corporation Form of
 Acknowledgment must be used.

William R. Pagen

Doris Aileen Pagen

536

Title Order No. 775207-A21

Escrow No. 3694

Tab D

12305 5th Helena Dr. NO. 49-IT
 RESIDENCE (Print) P.O. ZONE
 Marilyn Monroe NO. 13610
 NAME (Print)
 DATE 7-9-62
 TELEPHONE 1962-1963
 BREED Maltese
 DESCRIPTION 1387 Date 5/26/62
 A C-No. 1-Yr. RECEIVED
 Receipt of \$3.00 is hereby acknowledged as payment of license tax for the
 privilege of keeping one DOG (described above) in the City of Los Angeles
 between July 1, 1962, and June 30, 1963. Sec. 53.15, L. A. Mun. Code.
 Form 41-E-95M-1-62 (T-15 to 18) Deputy L. Wilke
 Keep This Receipt — Keep Tag on Dog — Please Read Other Side

CITY OF LOS ANGELES
 DEPARTMENT OF ANIMAL REGULATION
 D.O.G. LICENSE
 Due July 1, 1962 — Expires June 30, 1963

PAID \$3.00 FEE

IMPORTANT
 SAVE THIS RECEIPT

KEEP TAG ON DOG AT ALL TIMES
 OBEY THE LEASH LAW

L. Wilke
 Deputy



Ward Johnson
 Charles Navarro
 CONTROLLER

KEEP YOUR DOG'S ANTI-RABIES VACCINATION CERTIFICATE HANDY AT ALL TIMES

Any member of the Department is authorized to enter any premises on which a dog is kept to demand exhibition of license for such dog, and to inspect premises for law violations.

Any person owning or keeping a dog over 4 months old shall secure a dog license annually for the privilege of keeping such dog. License is due July 1st each year and expires the following June 30th. Full fee is required for any part of a year.

License is not transferable to another person nor to another dog.

A stray or unclaimed dog may be sold seven days after impounding.

SEC. 53.06.2, L. A. MUN. CODE, RESTRAINT OF DOGS. (LEASH LAW).

Every person owning or having charge, care, custody or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off such premises if it be under the control of a competent person and restrained by a substantial chain or leash not exceeding 6 feet in length.

IF DOG IS LOST CHECK NEAREST ANIMAL SHELTER

ACCINATION CERTIFICATE HANDY AT ALL TIMES
 It is illegal to enter any premises on which a dog is
 authorized to inspect premises for law violations.
 A dog, and to inspect each year and expires the
 4 months old July 1st each year.
 4 months old July 1st each year.
 part of a year.
 to another dog.
 after impounding.
 (LEASH LAW).
 control of any dog shall keep off
 and restrained by a substantial
 HELTER

MONROE, IL Date 5-26-62
 (Please print) Last Name First Name

12375-52 Monroe, ILA.

CERTIFICATE OF RABIES VACCINATION

THIS IS TO CERTIFY that I have vaccinated a dog of this description
 with Anti-Rabies Vaccine — Phenolized Chick Embryo Origin
 (one-yr. vaccine) (two-yr. vaccine)

Sex	Age	Breed	Named
Weight		Color or Markings	Vaccination Tag No.
16		White	1387
Ser. No.	Mfr.	Veterinarian	
166		Dr. H. G. J. Mallay	

RETAIN THIS CERTIFICATE — NO DUPLICATES ISSUED

Tab E

DEPARTMENT OF HEALTH, EDUCATION,
WELFARE
SOCIAL SECURITY ADMINISTRATIONForm approved.
Budget Bureau No. 72-R129.14

(Do not write in this space)

APPLICATION FOR LUMP-SUM DEATH PAYMENT*(This application must be filed within 2 years after the date of
death of the wage earner or self-employed person.)

All items on this form requiring an answer must be answered or marked "Unknown."

NOTICE.—Whoever makes or causes to be made any false statement or representation of a material fact for use in determining the right to or the amount of Federal old-age, survivors, or disability insurance benefits or in determining an individual's disability is subject, under the Social Security Act, to not more than a \$1,000 fine or 1 year of imprisonment, or both.

Marilyn Monroe
(Name of deceased wage earner or self-employed person)563-32-0764
(Social security account number)I, Marilyn Monroe
(Full name of applicant)

Not Used

apply for the lump-sum death payment and/or for any Federal old-age and survivors insurance benefits payable to me under Title II of the Social Security Act, as amended.

PLEASE DO NOT WRITE IN MARGIN

1.	When was the deceased born? <u>5/29/25</u>	6/1/26 (Month, day, and year)	
2.	When and where did death occur? <u>8/5/62</u>	<u>Los Angeles, Calif.</u> (City and State)	
3.	In what state or foreign country did the deceased have his fixed, permanent home when he died? <u>Calif.</u>		
4.	(a) Did the deceased ever serve in the military or naval service of the United States? <u>If "Yes," answer (b).</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	(b) Was the deceased in active service after September 7, 1939, and before January 1, 1957? <u>If "Yes," answer (c) and (d).</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		
	(c) Give branch and dates of service during the period specified in (b) above		
	(d) Has anyone (including the deceased) received, or does anyone expect to receive, from any Federal agency other than the Social Security Administration, a benefit based on the employment, military service, disability, or death of the deceased? <u>If "Yes," name such person(s).</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		
	List all such agencies		
5.	Did the deceased work in the railroad industry at any time on or after January 1, 1937? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6.	Give the names and addresses of the deceased's employers during the 12 months before his death; if the deceased worked in agricultural employment, give this information for the year of death and the year before. (If self-employed, write "Self-employed.")		
	Name and Address of Employer <u>20th Century Fox</u> <u>Los Angeles, Calif.</u>	Work Began	Work Ended
		Month	Year
			<u>1962</u>
7.	If the deceased was self-employed last year or the year before, give:		
	Year	Kind of Trade or Business	Amount of Net Earnings
			<input type="checkbox"/> Less than \$400 <input type="checkbox"/> \$400 or more <input type="checkbox"/>
			<input type="checkbox"/> Less than \$400 <input type="checkbox"/> \$400 or more <input type="checkbox"/>

*This may also be considered an application for insurance benefits payable under section 5 of the Railroad Retirement Act.

Form OA-C8 (6-63)

8. About how much did the deceased earn from employment and self-employment during the year in which he died? \$ 0 4800

9. Was the deceased ever married? Yes No
If "Yes," give the following information about each marriage; include the marriage, if any, in effect at the time of the death of the deceased.

Date and Place of Marriage(s)		To Whom Married	How Marriage Ended	Marriage Ended	
Mo., Day, Yr.	City and State			Date	Place
✓ 6/19/42	Van Nuys, Calif.	James Edward Dougherty	Divorced	9/13/46	Clark County Nevada
✓ 1/14/54	San Franc. Calif.	Joseph Paul Di Maggio	Divorced	10/31/55	Los Angeles County California
✓ 6/ /56	White Plns New York	Arthur Miller	Divorced	1/ /67	Mexico

IF THE DECEASED LEFT A WIDOW OR WIDOWER SURVIVING, CONTINUE WITH QUESTION 10. IF NEITHER SURVIVED, CONTINUE WITH QUESTION 15.

10. (a) Name and address of widow or widower

(b) Were the deceased and the surviving spouse living together at the same address when the deceased died? Yes No

(c) If the deceased or surviving spouse was away from home (whether or not temporarily) when the deceased died, give the following: which was away; date last home; reason absence began; reason they were apart at time of death; if hospitalized, name of hospital and nature of confinement.

.....
.....
.....
.....
.....

PLEASE DO NOT WRITE IN MARGIN

11. IF YOU ARE THE WIDOWER, were you receiving at least one-half of your support from your wife at the time of her death? Yes No

IF YOU ARE THE WIDOW OR WIDOWER, ANSWER QUESTIONS 12, 13, AND 14.

12. State your date of birth
(Month, day, and year)

13. Indicate by (✓) whether your marriage to the deceased was performed by:
Clergyman or authorized public official or Other
(Explain)

14. Were you married before your marriage to the deceased? Yes No
If "Yes," give the following information about each of your previous marriages.

Previous Marriage(s)		To Whom Married	How Marriage Ended	Marriage Ended	
Mo., Day, Yr.	City and State			Date	Place

IF YOU ARE NOT THE WIDOW OR WIDOWER, OR IF YOU ARE THE WIDOW OR WIDOWER BUT YOU AND THE DECEASED WERE NOT LIVING IN THE SAME HOUSEHOLD AT THE TIME OF DEATH, ANSWER THE FOLLOWING QUESTIONS.

15. What is your relationship to the deceased?

Gladys Eley - Mother

Conservator of the Estate

16. (a) What was the total amount of the burial expenses incurred by or through a funeral home (hereafter referred to as "burial expenses")? \$ 4,352.00

(b) Did you assume responsibility for payment of all or any part of such expenses?

Yes

No

(c) Did anyone else assume responsibility for payment of such expenses?

If "Yes," give names and addresses.

Yes

No

(d) What amount of burial expenses shown in 16(a) did you pay? \$

None
Amount: \$4,352.00

(If none, write "None")

(e) Was any part of the burial expenses in 16(a) paid by others?

If "Yes," give the following information

Name and Address of Such Other Person

Estate of Marilyn Monroe

His Relationship to Deceased

Amount Paid

\$ 4,352.00

\$

\$

17. Have you received, or will you receive, any amount in cash or property toward the burial expenses shown in 16(a) paid by you? (Do not include proceeds from an insurance policy or benefits from a fraternal association, union, or employer).

Yes

No

If "Yes," give the following information

Source of Payment

Date Payment Received or Expected

Amount

\$

\$

\$

18. Has application for reimbursement for, or payment of, burial expenses been, or will it be filed with the Veterans Administration or any other Federal Agency?

Yes

No

If "Yes," give the following information

(Name of agency)

\$

(Amount claimed)

(Name of person filing with other agency)

19. IF YOU ARE NOT RELATED TO THE DECEASED BY BLOOD OR MARRIAGE, why did you pay or assume responsibility for the burial expenses?

Conservator

IF ALL OR ANY OF THE BURIAL EXPENSES SHOWN IN 16(a) ARE UNPAID, the lump-sum payment (or that part of it equal to the unpaid expenses) can be made ONLY to the funeral home. To authorize such payment, the following must be completed.

20. I hereby authorize the Social Security Administration to make payment of the lump sum to the

(Name and address of funeral home)

such payment to be applied toward the unpaid \$ expenses.
(Amount)

REMARKS: (This space may be used for explaining any answers to the questions. If you need more space, attach a separate sheet.)

NAME & ADDRESS OF FUNERAL HOME:

✓ Westwood Memorial Park and Mortuary, 1218 Glendon Avenue, West Los Angeles, California, 90024

COPY OF APPOINTMENT PAPERS

✓ Attached hereto.

PLEASE DO NOT WRITE IN MARGIN

Knowing that anyone making a false statement or representation of a material fact for use in determining the right to or the amount of Federal old-age, survivors, or disability insurance benefits or in determining an individual's disability, commits a crime punishable under Federal law, I certify that the above statements are true.

If this application has been signed by mark (X), two witnesses who know the applicant must sign below, giving their full addresses.

Signature of applicant (Write in ink—First, Middle Initial, Last Name)

1. Name

SIGN HERE 

Address (Street number, City, State and ZIP Code)

Mailing Address (P.O. Box, No. and street or route)

✓ 9110 Sunset Boulevard, Suite 120

City, State and ZIP Code

✓ Los Angeles, California, 90069

Date (Mo., Day, and Year)

✓ 2/19/64

Telephone No. (If none available, write "None.")

✓ 276-1129

Enter name of county (if any) in which you now live

✓ Los Angeles

Tab F

STATE OF CONNECTICUT
MOTOR VEHICLE OPERATOR'S LICENSE

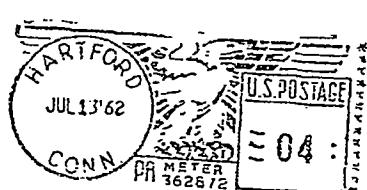
DATE	JULY 11 1962	VOID UNLESS VALIDATED WITH STAMP OF CONNECTICUT STATE DEPARTMENT OF TRANSPORTATION
WRITTEN SIGNATURE OF OPERATOR MUST APPEAR IN INK ON LICENSE CARD AS REQUIRED BY STATE STATUTE		COMMISSIONER
		TYPE BLOOD

Marilyn Monroe
NAME
12305 - 5th Helena Dr.
MAIL ADDRESS, CITY AND STATE
Los Angeles 49, Calif.
CITY OR TOWN STATE

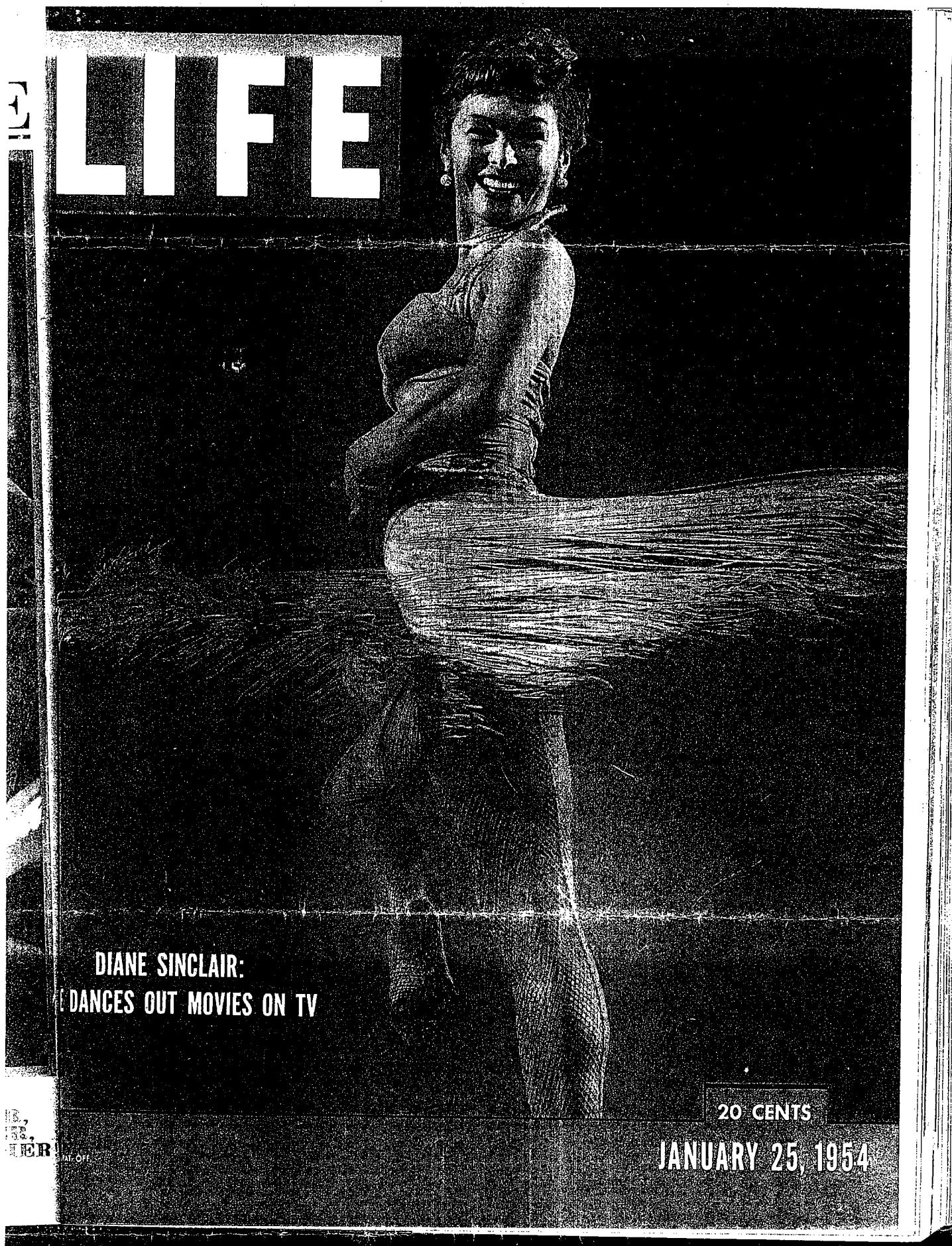
RESIDENT ADDRESS IF DIFFERENT		\$ 6.00	181034533	5'05
FEE PAID	OPERATOR NUMBER		HEIGHT	
06 30 64	NO.	DAY	AC.	IN.
EXPIRATION DATE	MO.	YEAR	DAY	YEAR
06 01 26		1 A		D
				TYPE OF LIC. SEE REVERSE SIDE

WRITTEN SIGNATURE OF OPERATOR

DEPT. OF MOTOR VEHICLES
165 CAPITOL AVENUE
HARTFORD 15, CONN.



Tab G





TIPPED-OFF MOB of reporters and fans waited for the couple at city hall. Later one newsman peered over judge's transom to give crowd kiss-by-kiss report of progress inside.

MERGER OF TWO WORLDS

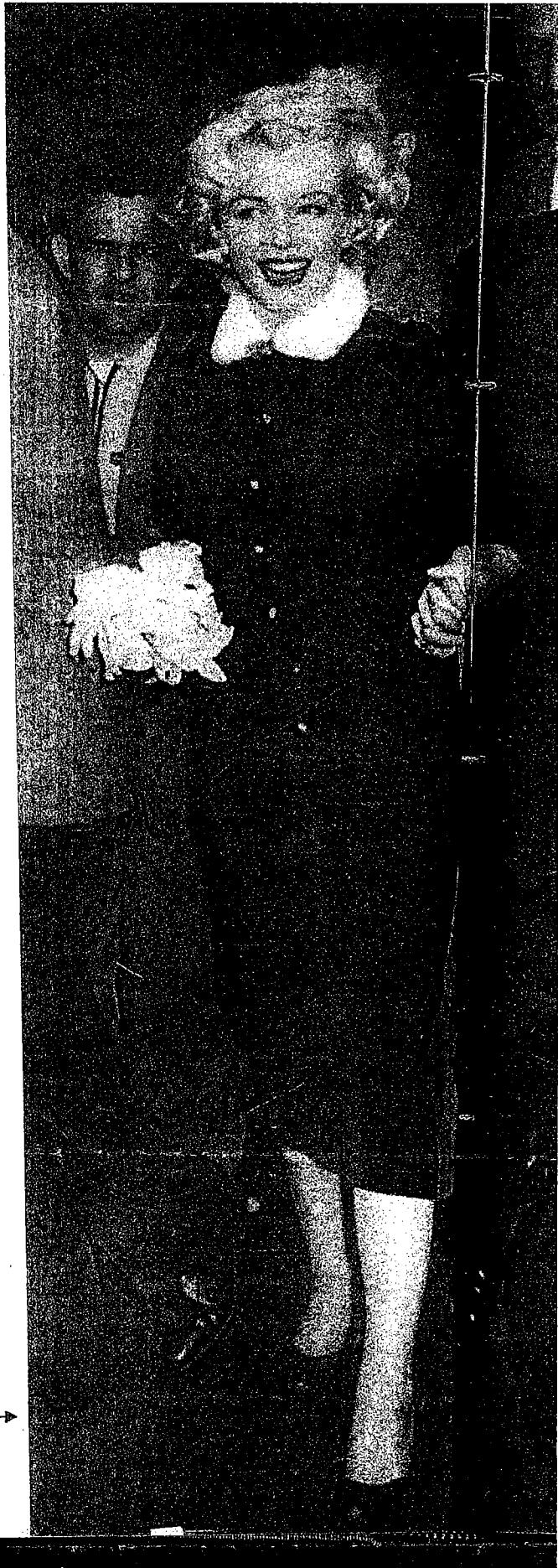
Marilyn and Joe find a secret wedding is not for them

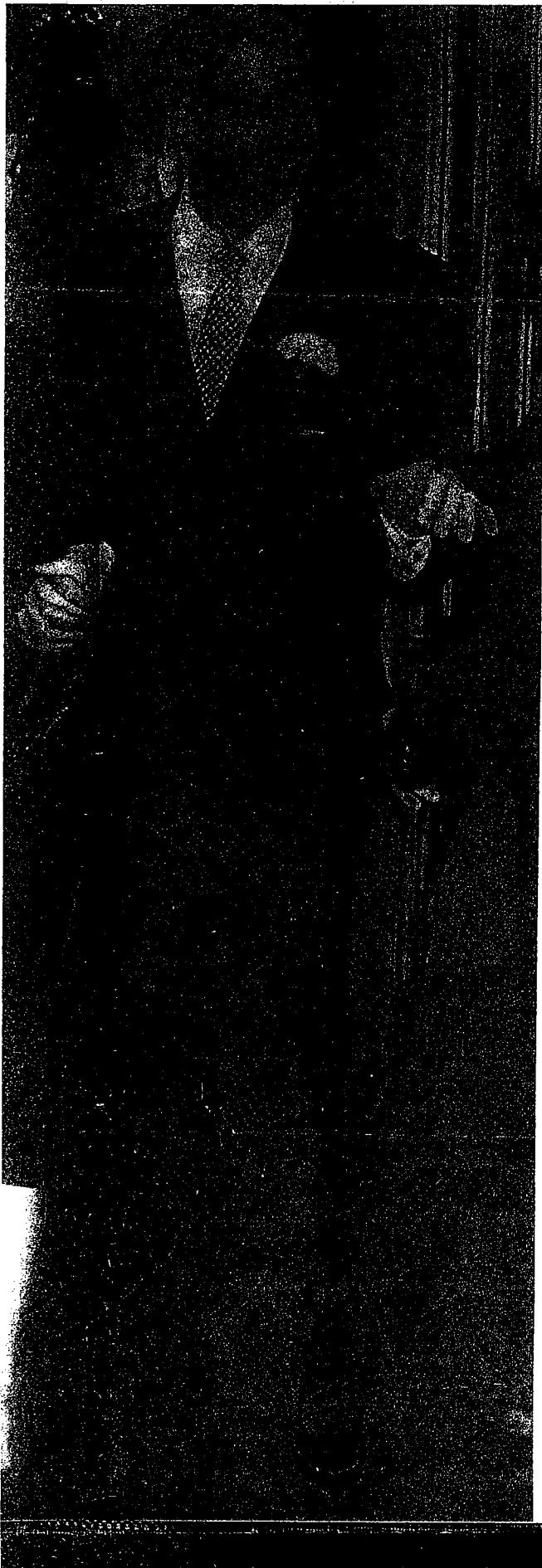
The bedlam (*above*) and the national recognition of a hitherto unknown judge (*below*) was caused by the marriage of a macaroni company vice president and an orphan girl named Norma Jeane Mortenson. This does not sound like an event of national interest, but a glance at the other pictures shows why two huge fan clubs found their differing interests focused, for the moment, on the same event. The bridegroom was Joe DiMaggio, 39, the perfect baseball player of only yesterday; the bride was Marilyn Monroe, the inheritor today of a sexy movie tradition founded by Jean Harlow. They had hoped to get married in secret but ever since Marilyn failed to show up in Hollywood for her part in a movie called *Pink Tights*, rumors spread that the couple had eloped everywhere from Reno to Istanbul. But finally last week, veiling their plans with the secrecy of an atomic test, they slipped into San Francisco's city hall unnoticed—they thought. After having been besieged, battered and befriended by scores of riled reporters, Judge Peery (*below*) made a remarkable comment: "Sometimes I'm glad I'm not Joe."



EYEWITNESS ACCOUNT of the vow-taking is given over national hookup by Judge Charles Peery (*left*), who was first shoved aside, then made much of by excited reporters.

EAGER EXIT from city hall is made by the newly married DiMaggios. Ruffled by unexpected crowd, Joe yelled out, "I've had enough of this mob. Let's call the reception off." →





MOONING COUPLE wait in the judge's office for misplaced license. Edgy from the delay, Joe pleaded, "I don't want to rush you but we've got to get on with the ceremony."



VANISHING BRIDE jumps into Joe's car for a fast honeymoon getaway. Only by intense sleuthing reporters later learned they stopped for the night in a Paso Robles motel.

Tab H

LOS ANGELES EXAMINER

Examiner Building, 1111 S. Broadway, Zone 54

Examiner Telephone Richmond 1212

VOL. LI. NO. 35

LOS ANGELES, FRIDAY, JANUARY 15, 1954

CCC 666

Four Sections Sect

WIFE KILLED IN MARKET AS 75 LOOK ON

Estranged Mate Walks Away;
Takes Own Life at Home

(Photos on Page 5)

Before any of the 75 shoppers in a Studio City supermarket could stop him, a stony-faced defense worker shot and killed his estranged wife last night. He later took his own life.

The victim of what a witness described as a "cold-blooded killing" was Mrs. Jean Weaver, 30, an attractive blonde of 4709½ Fulton avenue, Sherman Oaks.

About two hours later, police found her husband, Oran Weaver, 27, a toolmaker in a Burbank defense plant, dead in his apartment at 11174 Aqua Vista street, North Hollywood.

Mrs. Weaver was a checker at the No. 1 stand at a market at the corner of Coldwater Canyon.

SEEN AT MARKET

The checker at the No. 2 stand, Lois Grant, of 2800 West Cheshire boulevard, Burbank, a close friend of the健健 woman, said she noticed Mrs. Weaver's husband, Oran, 27, standing at the door of the market shortly before 6 p.m.

"He had a crazy look in his eyes," Miss Grant told Detective Henry Acosta. "He stopped there staring at me."

Miss Grant said she saw Mrs. Weaver during the day, when she worked in her building, 2800 West Cheshire stand and 1024 Reseda.

"She afraid of him,"

Miss Grant said.

She said she had seen him

in the market several times.

She said he was

very nervous and

she was afraid of him.

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Marilyn Monroe, Di Maggio Married



DRAFT OF LAW TO VACCINATE DOGS ORDERED

Tumult Marks Council Hearing
on An-Rables Program

(Full page of pictures on Page 3)

Drafting of an ordinance which would compel anti-rabies vaccination of every dog in Los Angeles was voted by the City Council following a stormy public hearing yesterday.

Council President John S. Gibson told 800 men and women jamming the chamber to support or oppose the measure the action is not final, however.

Gibson said the ordinance to be prepared by City Attorney Roger Arnebergh will be subject to a full-scale Council debate and probably another public hearing before a final vote is taken.

The battle launched by a public health and welfare committee report recommending that the ordinance be prepared was one of the most tumultuous in recent Council history.

ARRIVE EARLY

Interested citizens began arriving at the City Hall voting place early yesterday morning to attend a Council hearing on the controversial measure.

When the hearing opened at 10 a.m., the room was packed with spectators who had to stand outside to watch the proceedings.

After the first few speakers had spoken, the Council adjourned.

At 1 p.m., the Council reconvened and voted to postpone the hearing until January 22.

Chairman of the public health and welfare committee, Rep. John C. O'Farrell, D-San Francisco, said the measure would be voted on January 22.

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they did plan to be married there, but were frightened off when it was known they had reservations in the gambling city.

Marilyn's meteoric rise to fame is one of the stories that make Hollywood such a fabulous place. She started out as an aircraft worker on the assembly line, and it was Joseph Schenck who gave her her start at 20th Century-Fox.

Later she was let out at that studio and her first success came at M-G-M when she made "Asphalt Jungle." Curvaceous Marilyn first attracted attention with her swinging hips and her walk, which has been described as the most sexy one on the screen.

Later she was signed again by 20th, and Darryl Zanuck gave her such pictures as "Gentlemen Prefer Blondes" and "How to Marry a Millionaire," and so started her on the career that made her the most widely publicized actress of our day.

BLIND DATE

Marilyn met Joe on a blind date about two years ago and, much to the surprise of everyone, they fell in love. Since Marilyn had never seen a baseball game in her life, and Joe was not interested in motion pictures, no one expected them to be interested in each other.

Joe took Marilyn right into the bosom of his family and this girl brought up in an orphanage, it was the most perfect thing that could have happened. She had never had any family life and Joe, like all Italians, loves his family.

At the time of the death of her agent, Johnny Hyde, Marilyn came to see me and said she had been bitterly criticized for not marrying Johnny.

GRATEFUL

"I never marry a man I didn't love," she told me. "And though I admired and respected Johnny, and am grateful to him, the way he treated my career and the great offices he gave me, I didn't love him."

There have always been rumors about Marilyn's high living habits, but I can assure you, carefully interviewed, she is a

EXHIBIT A
Marilyn is her response to embrace 8 men in San Francisco before marriage.
International News photo

she is reading and wants to read.

I think that everyone who knows this girl, who has risen against such enormous odds, wishes her great happiness.

I believe they will make their home in San Francisco except for such times as she is working in Hollywood. San Francisco is Joe's home town, and his sisters and brothers live there. Marilyn has already given up her apartment in Beverly Hills.

SECOND MARRIAGES

It is the second marriage for both. Marilyn was married to Jim Dougherty in 1942 and divorced him in Las Vegas in 1948. She was just a youngster when they were married, and they were divorced when he came out of the service.

Joe was formerly married to Dorothy Arnold, by whom he has a son, and I understand that the little boy adores Marilyn, as do all males, regardless of age.

Riverside Drive Bypass Proposed

Construction of a bypass road to ease traffic congestion at Riverside drive and Los Feliz boulevard, adjoining the entrance of Griffith Park, was recommended by the City Traffic Commission yesterday.

The plan, suggested by Traffic Engineer Ralph T. Dorsey, calls for building an angle road from Riverside drive north of the intersection and curving eastward across the corner of Griffith Park to join Los Feliz near the bridge over the Los Angeles River.

Cinema Editors Elect Officers

John Murphy, president; William Morris, first vice-president; and George L. K. Morris, second vice-president.

Singer Says Hell Wed. During

By Muriel Miller
Wife of Al Jolson

Al Jolson, the famous singer, has been in the hospital for

several days with a bad cold.

He is expected to be home

soon, but he has been

unable to sing during

his illness, and

he has been unable to

attend his church services

and the services of his

minister, Rev. W. H.

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Il Crowd Chases DiMaggios



DiMaggio as they face newsmen before marriage.
—International News Syndicate



EXIT—With Best Man Reno Barocchini leading way, Marilyn Monroe, appearing slightly flushed, and Joe

DiMaggio leave judge's chambers after wedding. Said judge: "I forgot to kiss the bride, and I'm sorry."

Associated Press Wirephoto

Honeymoon to Be Brief; Both Get to Jobs Again

popped questions at his fiancee, went up from the crowd calling, "All right, fellows," he said.

"I don't want to rub you but we've got to get on with the ceremony."

The actress, who was raised in an orphanage and had 11 sets of foster parents, seemed amused by reporters' asking whether she planned to give up moviemaking for homemaking.

"What difference does it make? I'm suspended," she quipped, giving a little kick to one of her pretty legs.

"This is my time to talk about suspensions," DiMaggio interrupted. "We've got to get along. We've got to get a lot of work behind us."

Where were they going on their honeymoon?

DiMaggio smiled.

"North, South, East and West," he said.

The judge's chambers were finally cleared and the press hurried itself to a tiny office just outside. Beyond the office was the hall where 200 persons pressed in for a glimpse of the happy couple.

ONE RESOUNDING...

A reporter standing on a stool was able to look over the throng.

"They're not reading marriage contracts," he reported back to the anxious crowd.

"They all want me to look the man with the marriage license to see if he has a good ground and signed an understanding with the bride by trapping him in the room without a word to the bride."

He was identified as David L. Peary, a lawyer who had been retained by the crowd with the understanding that he would represent the bride.

He was asked if the marriage was legal.

"It is," he said, "but San Francisco will be our headquarters."

Well, probably be doing a lot of commuting," he said, "but San Francisco will be our headquarters."

Horace G. Clark, Pres.

NASH, HUDDSON MERGER OK'D

Auto, Kelvinator Divisions to Keep Separate Identities

DETROIT, Jan. 14.—(UPI)—

Consolidation of Nash-Kelvinator Corporation and Hudson Motor Car Company was approved today by directors of the companies subject to stockholder approval. Stockholder meetings will be held in March.

The resulting corporation will be known as American Motors Corporation with combined assets of more than \$325,000,000.

Under the plan Nash, Hudson and Kelvinator will operate as separate divisions of American Motors. The dealer and sales organizations will retain their separate identities.

It was contemplated that A. E. Barit, president of Hudson, will serve as director and consultant, and George W. Mason, president and board chairman of Nash-Kelvinator, as president and board chairman of American Motors.

Under the agreement, three shares of Hudson stock will be converted into two shares of American Motors stock and each share of Nash-Kelvinator stock will continue as one share of American Motors.

CAPITAL

Hudson and Kelvinator together had assets of more than \$300,000,000, working capital in excess of \$100,000,000 as of last October 31. Their combined sales for the year ended last December were in excess of \$1,000,000,000.

Hudson and Kelvinator together had 10,000 employees, 40,000 independent dealers, Grand Rapids, Mich., plant and Toledo, Ohio, plant and funds of \$100,000,000.

The new corporation will have assets of approximately \$325,000,000, working capital of \$100,000,000 and 12,000 employees.

The new corporation will have 40,000 independent dealers, Grand Rapids, Mich., plant and Toledo, Ohio, plant and funds of \$100,000,000.

Chasers Rebound

DETROIT, Jan. 14.—(UPI)—

After a long absence, the

chaser's rebound

is under way again.

The new project, called

the "chaser's rebound"

is under way again.

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